

Zoom & Typhoon North American Limited Warranty U.S.A. and Canada

APPLICATION AND TERMS

1. The warranty on TYPHOON or ZOOM inflatable boats or rigid hull inflatable boats is limited to the original purchaser in the U.S.A. or Canada who registers their product within 30 days of purchase with Zodiac of North America, Inc., 124 Spaniel Lane, Summerville, SC 29483. Your TYPHOON or ZOOM is warranted for recreational purposes only (see Exclusions). The warranty applies only to boats purchased and registered through an authorized dealer. This warranty is transferable, provided the original purchase was registered, and provided written notification of the transfer of the boat is received by Zodiac within 30 days of transfer. Written notification must include the Hull Identification Number.
2. **FOR THOSE PURCHASERS WHO DO COMPLETE THIS REGISTRATION PROCESS**, Zodiac warrants the buoyancy tubes, seams, air floors, keels, transom, transom attachments, and fiberglass hull of the boat to be free from defects in materials and workmanship for a period of two years from the date of purchase or Zodiac will repair or replace said product (at its sole discretion) at no charge for labor and materials (excluding shipping costs). Zodiac retains the right to substitute comparable product.
3. Zodiac parts, attachments and accessories are warranted to be free from defects in material and structure for a period of 1 year from the original date of purchase or Zodiac will repair or replace said product (at its sole discretion) at no charge for labor and materials (excluding shipping costs). Zodiac retains the right to substitute comparable product.
4. This warranty will be void if the Hull Identification Number (HIN) plate attached to the transom is changed, defaced or detached in any way.
5. After inspection of the condition of the boat by an authorized service center, determination of any warranty action will be made by Zodiac of North America, Inc.

EXCLUSIONS FROM THIS WARRANTY

1. All outboard engines, transmissions, generators, air conditioning systems, antifouling bottom paint and any components and accessories not manufactured by Zodiac (See owner's packet for separate warranty details, if any, on these products).
2. Misuse, abuse, or negligence, including without limitation, improper docking, beaching or towing, collision, punctures, tearing, ripping, abrasion, theft, fire and over/under inflation of air chambers.
3. The use of outboard engine in excess of that specified on the capacity plate.
4. Competition, charter, rental or commercial usage of the boat or product.
5. Damage received through Acts of God, including but not limited to, abnormal water, wind or weather conditions, etc.

6. Improper trailering, improper lifting, cradling or use of davits.
7. Alteration or tampering, including but not limited to, transom modification, installation of an engine with incorrect shaft length, etc.
8. Damages or corrosion from abnormal environmental conditions, including but not limited to corrosive water environment, airborne fallout, tree sap, chemical spills, acid rain, hail, windstorm, lightning, etc.
9. Damages or corrosion due to lack of maintenance or premature wearing resulting from improper assembly or over/under inflation.
10. Normal deterioration, wear, discoloration, dulling, crazing, osmotic blistering and aging of fabrics, metals, woods, plastic or fiberglass gel coat (including spider cracks).
11. Cost of normal maintenance and cleaning.
12. Costs resulting from loss of use, including but not limited to transportation or freight to service centers, rigging/de-rigging.
13. Consequential or incidental damages.
14. Moisture damage to wooden parts, wooden laminates or composite assemblies resulting from failure to maintain the protective coating of these parts (varnish, caulking, etc).
15. Use of strong detergents or silicone based products (ArmorAll or like agents) placed on buoyancy tubes will void this warranty.

PROCEDURES

1. To receive service under this warranty you must take your boat or claimed defective part with proof of purchase (bill of sale) to an authorized service center for inspection during normal working hours. For the location of the nearest service center you may contact us by telephone (843) 285-7264 or through our web page zodiacmarineusa.com or by writing to Zodiac of North America, Inc., 124 Spaniel Lane, Summerville, SC 29483. All warranty actions are handled by the service center. To be eligible for warranty determination, you must contact your nearest center within 30 days of occurrence of the claimed defect.

LIMITATION OF LIABILITY AND OTHER IMPORTANT INFORMATION

1. It is expressly agreed that this is the only warranty given by Zodiac. No one is authorized to make any other warranties on behalf of Zodiac. **IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE EXPRESS WARRANTIES LISTED ABOVE.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
2. Zodiac's sole obligation, and your exclusive remedy under this warranty, is limited to repair or replacement in accordance with this warranty. In no event, shall any obligation exceed the purchase price applicable to the product or part thereof to which the claim relates.

3. Zodiac expressly disclaims and excludes any consequential, incidental, punitive, indirect or contingent damages whatsoever, including any damages related to breach of any express or implied warranty. Some states and provinces do not allow (a) limitation on how long a warranty lasts, or (b) the exclusion or limitation of incidental or consequential damages, as such, these limitations or exclusions may not apply to you. This warranty gives you specific legal rights, which vary from province to province or state to state.
4. Zodiac reserves the right to make changes in the design and material of its inflatable boats without incurring any obligations to incorporate such changes in units already completed or in the hands of dealers or consumers. The entire obligation of Zodiac regarding the sale of its inflatable is stated within this written warranty, except as otherwise provide by law. The distributor, Zodiac of North America, Inc., 124 Spaniel Lane, Summerville, SC 29483, makes these warranties to you.
5. Zodiac does not authorize its dealer or any other person to assume for it any other warranty or liability in connection with the sale of its boats.
6. The Federal Boat Safety Act of 1971 provides for defect notification by the manufacturer to first purchasers. Failure to register your purchase with the manufacturer by completing online registration constitutes waiver of the right to defect notification.
7. This warranty is effective to all boats sold to a consumer on or after September 1, 2004 and supersedes all previous warranties.